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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WEST REGION**

VBCONVERSIONS LLC, a California  
limited liability company,

Plaintiff,

vs.

TYLER TECHNOLOGIES INC., a  
Delaware Corporation; and DOES 1-10,  
inclusive,

Defendants.

**CASE NO. 2:14-cv-2072**

**COMPLAINT FOR:**

- 1. COPYRIGHT INFRINGEMENT;**
- 2. VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHT ACT, §1201(a)**

**DEMAND FOR JURY TRIAL**

1 Plaintiff, VBConversions LLC, by and through its attorneys of record, hereby  
2 brings its Complaint against Defendants Tyler Technologies Inc. and Does 1-10,  
3 alleging, as follows below, that Defendants are liable to it for copyright  
4 infringement and violation of the Digital Millennium Copyright Act. This action is  
5 based upon a Federal question and seeks damages and injunctive relief on the basis  
6 of Defendants' unauthorized copying of Plaintiff's copyrighted software and their  
7 bypassing of technological means put in place to control access to that software.

### 8 **JURISDICTION AND VENUE**

9 1. This action arises under the Copyright Act of the United States,  
10 17 U.S.C. § 101 and § 501, *et seq.* and the Digital Millennium Copyright Act,  
11 17 U.S.C. § 1201(a). This Court has jurisdiction over the subject matter of this  
12 action pursuant to 28 U.S.C. § 1338(a).

13 2. Jurisdiction is further founded upon the Defendants' acceptance of an  
14 End User Licensing Agreement ("EULA") in connection with their use of *VB.Net to*  
15 *C# Converter* (the "Copyrighted Software"), which license contains a forum-  
16 selection clause whereby the parties agree to subject themselves to the personal  
17 jurisdiction of the courts of the State of California. A true and correct copy of the  
18 EULA is attached hereto as *Exhibit "C,"* and is incorporated by reference.

19 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(3) &  
20 § 1400(a).

21 4. Venue is also proper as the result the Defendants' acceptance of the  
22 forum-selection clause in the EULA which designates the County of Los Angeles,  
23 State of California, as the location for hearing any dispute arising in relation to use  
24 of the Copyrighted Software.

### 25 **PARTIES**

26 5. VBConversions LLC (hereinafter "VBC") is a California limited  
27 liability company, with its principal place of business located in Santa Monica,

1 California. VBC is a software developer and engages in the licensing of its software  
2 products on the Internet.

3 6. Plaintiff is informed and believes and thereon alleges that Tyler  
4 Technologies Inc. ("Tyler") is a Delaware corporation, with its principal place of  
5 business located at 5949 Sherry lane, Dallas, Texas 75225. On information and  
6 belief, Plaintiff alleges that Tyler is a developer and provider of software,  
7 particularly for use in the public sector.

8 7. Plaintiff is unaware of the names and true capacities of Defendants,  
9 whether individual, corporate and/or other entities, named herein as DOES 1  
10 through 10, inclusive, and therefore sues them by their fictitious names. Plaintiff  
11 will seek leave to amend this complaint when their true names and capacities are  
12 ascertained. Plaintiff is informed and believes and thereon alleges that all of the  
13 Defendants, known and unknown, are in some manner responsible for the wrongs  
14 alleged herein and that at all times mentioned herein were the agents and servants or  
15 joint venturers/partners-in-concert of the other Defendants, and acted within the  
16 course and scope of said agency and employment or within the parameter of their  
17 agreement.

18 8. Plaintiff is informed and believes and thereon alleges that, at all times  
19 relevant hereto, Defendants, and each of them, have engaged in and continue to  
20 engage in the purchase and/or sale of goods and/or services within the County of  
21 Los Angeles, State of California and have generally directed their activities at  
22 California.

23 9. Plaintiff is informed and believes and thereon alleges that, at all times  
24 relevant hereto, Defendants and DOES 1-10, inclusive, knew or reasonably should  
25 have known of the acts and behavior alleged herein and the damages caused thereby,  
26 and by their inaction ratified and encouraged such acts and behavior. Plaintiff  
27 further alleges that said Defendants have a non-delegable duty to prevent or cause

1 such acts and behavior described herein, which duty Defendants failed and/or  
2 refused to perform. Plaintiff further alleges, upon information and belief, that each  
3 act, transaction or event alleged was directed, hosted, served and routed through  
4 computers, and a computer communication network, operated and maintained by  
5 Defendant Tyler.

## 6 **GENERAL ALLEGATIONS**

### 7 **Background**

8 10. Visual Basic (VB) is a computer programming language developed  
9 and sold by Microsoft Corporation since as early as 1991. Historically, it has been  
10 among the most popular programming languages for use in business programming  
11 and has long had one of the largest user bases of any programming language. There  
12 is, therefore, a vast amount of software that has been developed over the years in  
13 VB. Many of these VB programs are of significant complexity and size.

14 11. In or around 2001, Microsoft Corporation introduced an “evolved”  
15 version of Visual Basic called Visual Basic .Net (VBN) oriented towards modern,  
16 Internet programming tasks.

17 12. Since 2000, however, the language C# (pronounced “C-Sharp”), also  
18 developed by Microsoft Corporation (but adopted as an international standard) has  
19 taken the place of VB for much business programming, particularly that oriented  
20 toward the Internet. C# is intended to be a simple, modern, general-purpose,  
21 programming language. The language is intended for use in developing software  
22 components suitable for deployment in many different environments. So, while VB  
23 and VBN are largely limited to the Windows operating system, C# compilers exist  
24 for most major computer operating systems, including Mac OS, Linux, Windows,  
25 Solaris, etc. C# is suitable for writing applications for both hosted and embedded  
26 systems.

1 **The Copyrighted Software**

2 13. Because of the large body of legacy software existing in VB and VBN,  
3 companies seeking to modernize their software often find that it is most practical to  
4 undertake a process of converting their existing VB/VBN code to C#. Paying a  
5 programmer to make the conversion line-by-line by hand can be extremely costly,  
6 however.

7 14. In particular, Plaintiff is informed and believes and thereon alleges that  
8 a skilled computer programmer very familiar with both VB/VBN and C#, working  
9 purely by hand could typically, at best, convert 100 lines per hour from VB/VBN to  
10 C#.

11 15. Plaintiff, therefore, developed *VB.Net to C# Converter* to automate part  
12 of the conversion process, enabling conversions to be done substantially more  
13 quickly, and, therefore, at significantly lower cost.

14 16. *VB.Net to C# Converter* (the “Copyrighted Software.”) was registered  
15 with the Register of Copyrights on or about August 9, 2012, and was assigned  
16 registration TX 6-425-720. A copy of the registration is attached hereto as Exhibit  
17 “A,” and is incorporated by reference. A copy of the registration of the assignment  
18 transferring all rights in the Copyrighted Software to our client is attached hereto as  
19 Exhibit “B,” and is incorporated by reference.

20 **The Licensing of the Copyrighted Software**

21 17. VBC distributes and licenses the Copyrighted Software online at the  
22 Internet web site vbconversions.com.

23 18. As discussed above, when the Copyrighted Software is downloaded  
24 and run, the user must affirm an End User Licensing Agreement before the program  
25 can be used.

26 19. In spite of the complexity of the system, the Copyrighted Software is  
27 licensed under extremely reasonable terms. VBC employs the so-called shareware

1 model, whereby an interested user is permitted to download a time-and-feature-  
2 limited version of the Copyrighted Software in order to test it to see if it is suitable  
3 for his or her needs. (*See* 37 C.F.R. § 201.26) (Shareware programs offered in such  
4 time- or function-limited forms are often referred to as “trialware” or “demoware.”)

5 20. As initially downloaded, the Copyrighted Software may be used for up  
6 to fifteen (15) days. When this time limit is reached, the Copyrighted Software is  
7 disabled and ceases to function. Further, during that period, the Copyrighted  
8 Software will only function to convert VB/VBN projects consisting of up to two-  
9 thousand (2,000) lines of code. It will not process larger projects.

10 21. If the user is satisfied with the Copyrighted Software and wishes to  
11 continue to use it beyond the time and scope limitations applied to free use, the  
12 EULA requires the user to apply for a full-use license by paying the standard  
13 market fee. At that point, the user is provided an “unlock code” (or key) that  
14 removes the restrictions in the Copyrighted Software.

15 **Cracking and “Warez” Sites and Unlicensed Use**

16 22. Over the years, unfortunately, a broad array of so-called “cracking  
17 sites” have appeared on the internet that are capable of generating and providing  
18 users with unauthorized unlock codes for the Copyrighted Software and many other  
19 shareware programs offered in the trialware/demoware model. These fraudulent  
20 registration codes are used in order to gain unlicensed unlimited access to the  
21 subject program without the payment of the license fee to, or proper registration  
22 with the developer/copyright owner..

23 23. A similar number of so-called “warez sites” have sprung up offering  
24 unauthorized “pre-cracked” copies of copyrighted programs for download and  
25 unlawful unlimited use. The “pre-cracked” copies are generally created by  
26 modifying the object code of the copyrighted programs to entirely bypass the part of  
27 the code that checks whether the key entered is a legitimate one.

1       24. Despite its best efforts, VBC has not been able to stem the tide of  
2 unscrupulous users who have used these means to gain unauthorized unlicensed  
3 unlimited access to the Copyrighted Software.

4       25. Such users have used the Copyrighted Software without license (and  
5 without any payment to VBC) to quickly convert vast amounts of VB/VBN code to  
6 the more modern and desirable C#. Such users thereby obtain significant financial  
7 benefit through their illicit, unlicensed infringing use.

8 **Collection of Information Concerning Infringement**

9       26. In self-defense, VBC has adopted a tracking system whereby the  
10 Copyrighted Software reports its use to VBC's servers and to servers maintained by  
11 a third-party registration-tracking company, Hitek Software LLC of Goleta, CA  
12 ("Hitek").

13       27. VBC is, thereby, able to record the details of substantially every  
14 instance of use of the Copyrighted Software (both legitimate and unauthorized  
15 copies). The information recorded identifies the date and time of the use, the public  
16 and private Internet Protocol ("IP") address of the computer on which the use  
17 occurs, the identity of the user of that computer (as recorded on that computer's  
18 operating system), the owner or organization responsible for operating the computer,  
19 and other data which is integral to proof of infringement.

20       28. The collection of this usage data by the Copyrighted Software and its  
21 transmission to VBC and Hitek is acknowledged and affirmed by the user as part of  
22 the EULA when the Copyrighted Software is first used.

23 **SPECIFIC ALLEGATIONS OF DEFENDANTS' INFRINGEMENT**

24       29. VBC and Hitek have collected information demonstrating that  
25 Defendants bypassed the technological measures controlling access to the full-  
26 featured version of the Copyrighted Software and then used the Copyrighted  
27



1 Software at least 132 times to convert at least 2,593,824 lines of Visual Basic code  
2 to generate at least 3,246,143 lines of C# code.

3 30. To place this number into perspective, there are roughly fifty (50) lines  
4 of text on a typical page of program code. The quantity of C# code illegally  
5 generated by Defendants using the fraudulently-registered Copyrighted Software is,  
6 therefore, equivalent to over 50,000 pages of code.

7 31. Defendants used the Copyrighted software to convert and adapt this  
8 code from VB to C# without VBC's knowledge, license or consent.

9 32. Even if a programmer could sustain a 100-line per hour manual  
10 translation rate over a long period (which is questionable), it would take nearly  
11 26,000 programmer hours to accomplish such conversion.

12 33. The specific information related to the unlicensed infringing use is set  
13 forth as follows:

14 **Tyler's Acceptance of the EULA**

15 34. On information and belief, on or about October 17, 2011 at approximately  
16 9:30a.m. CST, a user employed by Tyler, identified as "Syed.Fahad" using a computer  
17 identified as "CHI-SFAHAD" in the domain "CHI-SFAHAD" installed and launched  
18 the capability-limited copy of the Copyrighted Software. The computer used had an  
19 external IP address of 70.91.247.49 and an internal address of 192.168.11.9.

20 35. At that time the Copyrighted Software first ran, the user was presented  
21 with and accepted the EULA. The Copyrighted Software reported the acceptance of  
22 the EULA to VBC's server.

23 **Tyler's Hacking and Use of the Copyrighted Software**

24 36. The user then proceeded to register the Copyrighted Software under the  
25 name "Syed Muhammad Fahad" and email address "uknowsana@gmail.com".

26 37. When asked to enter the key he had purchased from VBC, he instead  
27 entered "P0S65-80U92-DJ239-2500H-5Q828".



1           38. While this is a valid key which will serve to unlock the Copyrighted  
2 Software, it belongs to a user in Quebec, Canada who purchased it in 2007. On  
3 information and belief, this code has either been stolen or reverse engineered and  
4 published on a crack site, as it has been encountered in numerous infringements.

5           39. It is evident that, with the purpose of avoiding paying the licensing fee  
6 for the Copyrighted Software, the user searched the Internet and illicitly acquired  
7 this code which he then entered into the registration system.<sup>1</sup>

8           40. The EULA, which the user had just affirmed, specifically bars the use  
9 of illicit keys. The use of such a key amounts to a circumvention of technological  
10 measures in place to control access to the full version and, therefore, is a direct  
11 violation of the DMCA.

12           41. Having violated the terms of the EULA, any license to the user and  
13 Tyler was revoked, and any subsequent copies of the Copyrighted Software made,  
14 including in-memory copies made when the Copyrighted Software was run, were  
15 unauthorized.

16           42. Having illegally unlocked the Copyrighted Software on the 17th, two  
17 days later, on October 19, 2011 at approximately 11:45 a.m., the user tested his  
18 exploit by using the Copyrighted Software to convert a 656,215-line Visual Basic  
19 file named "MZKObj.vbproj" to 840,107 lines of C# code. This one conversion  
20 processed over three-hundred times as many lines of code as allowed with the  
21 trialware version.

---

22           <sup>1</sup> Tyler had already evaluated and used the Copyrighted Software in the past.  
23 In or about November 2006 a user named "syed abu fahad" working for  
24 "mazikpakistan" made extensive (but allowed) use of the trialware version of  
25 versions 2.04 and 2.06 of the Copyrighted Software to evaluate its usefulness. In  
26 January 2010, a user with the same credentials unsuccessfully attempted to unlock  
27 version 2.26 of the Copyrighted Software first by entering a string of 25 "1"s, then  
28 by entering 25 "a"s.

1           43. Beginning at approximately 3:10 p.m. that afternoon, and continuing  
2 for over an hour, the user used the illegally cracked program to convert at least 69  
3 Visual Basic modules containing at least 982,329 lines of Visual Basic code to  
4 1,220,007 lines of C# code.

5           44. Beginning again at approximately 6:30 p.m. that evening, and  
6 continuing for another hour, the user employed the illegally cracked copy of the  
7 Copyrighted Software to convert at least 62 modules containing at least 955,280  
8 lines of Visual basic code to 1,186,029 lines of C# code.<sup>2</sup>

9 **Evidence that the Infringement was Committed by Tyler**

10           45. As noted above, each time the Copyrighted Software is run or performs  
11 a significant task, it collects a variety of information about the computer, user and  
12 usage and transmits this to VBC servers. Based on the information collected from  
13 this user's usage, it is clear that his infringement occurred in the course and scope of  
14 his work for Tyler, which was the ultimate beneficiary of his infringement, and  
15 responsible for the acts of its employee.

16           46. While the user provided the email address uknowsana@gmail.com  
17 when he cracked the Copyrighted Software, the Copyrighted Software also requests  
18 email addresses from Windows when the Copyrighted Software is used. In this case,  
19 Windows reported back that the user had the following email addresses:

20 fahadsomnia7@live.com, fatima\_shamim246@hotmail.com,  
21 smfahad047@hotmail.com, and, most importantly, Syed.Fahad6@tylertech.com.

22           47. Further, each time a user converts a file of Visual Basic source code,  
23 the Copyrighted Software collects certain information about and from the original

24 \_\_\_\_\_  
25 <sup>2</sup> Throughout the afternoon and evening sessions, the computer had an  
26 external IP address of 67.176.156.90 and an internal IP address of 10.197.55.24.  
27 Other than that, the user and computer information recorded at VBC's servers was  
28 identical to that used at the time of registration and initial testing.

1 file. In this case, several of the files converted included copyright notices  
2 identifying Tyler as the owner of the source code, or otherwise referencing Tyler or  
3 TSIS (which is Tyler's acronym for Tyler Student Information System). Many  
4 other files similarly implicate Mazik, a company that develops student information  
5 systems and was acquired at least in part by Tyler in 2006.<sup>3</sup>

6 **VBC's Damages and Demand**

7 48. The evidence is unequivocal that Tyler, by and through its employee(s),  
8 has willfully infringed VBC's rights in the Copyrighted Software. The user of the  
9 Copyrighted Software was identified by a Tyler email address. Many of the source  
10 code files converted carried Tyler (or Mazik) copyright notices or related indicia of  
11 ownership.

12 49. That the user obtained and introduced an illicit key code after first  
13 affirming the EULA, which set forth legitimate use under the license, is *per se*  
14 evidence of Tyler's willful intent to circumvent the technological measures  
15 protecting the Copyrighted Software and to make infringing copies and use of the  
16 Copyrighted Software.

17 **FIRST CLAIM FOR RELIEF**

18 **Violation of 17 U.S.C. §106 & 501, et seq., Copyright Infringement**

19 50. Plaintiff incorporates by reference paragraphs 1 through 49 as if the  
20 same were set forth fully herein.

21 51. The pre-cracked version of Copyrighted Software employed by  
22 Defendants is an unauthorized derivative work of the Copyrighted Software.

23  
24  
25 <sup>3</sup> The 2006 and 2010 uses, referred to above, of the then-current trialware  
26 versions of the Copyrighted Software, and attempt to crack same, emanated from  
27 Mazik's facilities in Pakistan, thus further linking that use with this one.

1           52. In downloading the pre-cracked version of the Copyrighted Software  
2 from the Internet, Defendants made an unauthorized copy, thereby violating  
3 Plaintiff's right under 17 U.S.C. §106 to control the creation of copies of the  
4 Copyrighted Software and derivatives.

5           53. Similarly, in executing the pre-cracked version of the Copyrighted  
6 Software, Defendants repeatedly made unauthorized in-memory copies of the  
7 Copyrighted Software.

8           54. Plaintiff is informed and believes and thereon alleges that the computer  
9 involved in this illegal copying belonged to Tyler and that the user who downloaded  
10 and ran the unauthorized pre-cracked version of the Copyrighted Software was  
11 employed by Tyler.

12           55. Plaintiff is informed and believes and thereon alleges that Defendants  
13 acted together in the infringement and are jointly and severally liable for all  
14 damages arising therefrom.

15           56. Defendants actions were willful and deliberate in that, as Plaintiff is  
16 informed and believed and thereon alleges, Defendants, having used the time-and-  
17 feature-limited version of the Copyrighted Software to determine the usefulness of  
18 the Copyrighted Software and its value to them, then deliberately sought out and  
19 illegally copied the pre-cracked version of the Copyrighted Software so as to avoid  
20 payment of the license fee required to obtain authorization to further copy and use  
21 the Copyrighted Software.

22           57. Assuming arguendo that one could convert at the rate of 100 lines per  
23 hour, it would require nearly 1,925 programmer hours to compete the same job by  
24 hand that Defendants were able to complete using Plaintiff's Copyrighted Software  
25 in a few hours. Further, assuming that the average programmer earns approximately  
26 \$100.00 per hour doing conversion work, the saved costs and expenses avoided by  
27

1 Defendants as the result of unauthorized access, copying and usage amount to at  
2 least \$192,500.

3 58. The full amount of actual damages, including profits attributable to the  
4 infringement, is unknown to Plaintiff at this time, but shall be determined according  
5 to proof at time of trial. Plaintiff, in the alternative, may elect statutory damages of  
6 up to \$150,000.00—as allowed by 17 U.S.C. § 504(c)(2)—on the basis of  
7 Defendants’ willful and deliberate infringement of its rights.

## 8 **SECOND CLAIM FOR RELIEF**

### 9 ***Violation of the Digital Millennium Copyright Act (17 U.S.C. § 1201(a))***

10 59. Plaintiff repeats and re-alleges paragraphs 1 through 58, as if the same  
11 were set forth fully herein.

12 60. At all times mentioned herein, Plaintiff has in force a confidential 25  
13 digit alphanumeric code designed to control access to its Copyrighted Software. It  
14 is only when a legitimate purchaser affirms the terms and conditions of the End User  
15 Licensing Agreement (EULA) and pays the standard market fee that access to the  
16 licensed product is permitted without time and feature limitations. When adherence  
17 is satisfied Plaintiff will issue to the licensee a non-exclusive, non-transferable license  
18 and provide legitimate key enabling such access to the Copyrighted Software.

19 61. The key and the code confirming its validity are technological  
20 measures for the purpose of protecting Plaintiff’s Copyrighted Software. To gain  
21 access requires knowledge of the 25 digits issued by Plaintiff. It is intended to  
22 exclude those who have not obtained a paid license from accessing the unlimited  
23 functionality of the Copyrighted Software.

24 62. Defendants circumvented this technological access-control measure to  
25 obtain unlicensed access to the Copyrighted Software multiple times.

26 63. As a consequence of Defendants’ unlawful and unauthorized  
27 circumvention of Plaintiff’s measures, Plaintiff has sustained damages as set forth herein.

64. The use of circumvention device to gain access is an intentional and knowledgeable act by the Defendants. It is therefore willful and subjects Defendants to the maximum allowed statutory damages of \$2,500 per act of circumvention. Alternatively, Plaintiff is entitled to actual damages for profits attributable to the acts of circumvention per 17 U.S.C. § 1203(c)(2), according to proof at time of trial. Said statutory or actual damages being in addition to that awarded for copyright infringement.

## PRAAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court issue the following:

- A. Defendants be enjoined permanently from appropriating, using or otherwise benefiting from Plaintiff's Copyrighted Software identified above without the express written approval of Plaintiff or its delegate;
- B. Defendants be ordered to pay Plaintiff all damages due to it pursuant to 17 U.S.C. § 504 for their unlawful acts, with pre-judgment interest.
- C. Defendants be ordered to pay Plaintiff all damages due to it pursuant to 17 U.S.C. § 1201 *et seq.* for their unlawful acts, with pre-judgment interest.
- D. Defendants be ordered to pay Plaintiff all of its costs of suit, reasonable attorney fees and interest at legal rates pursuant to 17 U.S.C. § 505.
- E. Such other relief as the Court deems just under the circumstances.

DATED: March 19, 2014

LEWIS BRISBOIS BISGAARD & SMITH LLP

By:

Joshua S. Hodas  
Attorneys for Plaintiff,  
VBCONVERSIONS LLC

**DEMAND FOR TRIAL BY JURY**

PLEASE TAKE NOTICE that Plaintiff VBConversions, LLC hereby  
demands a jury trial in this action.

DATED: March 19, 2014

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 

Joshua S. Hodas  
Attorneys for Plaintiff,  
VBCONVERSIONS LLC



# **Exhibit A**



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

**Form TX**  
 For a Non-dramatic Literary Work  
 TX 6-425-720  
 TX0004425720  
 EFFECTIVE DATE OF REGISTRATION  
 JUL 26 2006

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

TITLE OF THIS WORK  
 VB.NET to C# CONVERTER, VERSION 2.0

PREVIOUS OR ALTERNATIVE TITLES

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work

If published in a periodical or serial give Volume Number Issue Date On Page

NAME OF AUTHOR

DAVID CROOK

DATES OF BIRTH AND DEATH

Year Born 1964 Year Died N/A

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☒ No

AUTHOR'S NATIONALITY OR DOMICILE  
 Name of Country  
 OR Citizen of UNITED STATES  
 Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
 Anonymous? ☐ Yes ☒ No  
 Pseudonymous? ☐ Yes ☒ No  
 If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

NEW AND REVISED COMPUTER PROGRAM TEXT

NAME OF AUTHOR

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☒ No

AUTHOR'S NATIONALITY OR DOMICILE  
 Name of Country  
 OR Citizen of  
 Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
 Anonymous? ☐ Yes ☒ No  
 Pseudonymous? ☐ Yes ☒ No  
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NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

NAME OF AUTHOR

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☒ No

AUTHOR'S NATIONALITY OR DOMICILE  
 Name of Country  
 OR Citizen of  
 Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
 Anonymous? ☐ Yes ☒ No  
 Pseudonymous? ☐ Yes ☒ No  
 If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed.

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED  
 2006

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK  
 Month JULY Day 10 Year 2006  
 UNITED STATES

COPYRIGHT CLAIMANT'S Name and address must be given even if the claimant is the same as the author given in space 2

DAVID CROOK  
 11184 Antech #179  
 Overland Park, KS 66210

APPLICATION RECEIVED  
 JUL 26 2006  
 ONE DEPOSIT RECEIVED  
 JUL 26 2006  
 TWO DEPOSITS RECEIVED

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

MORE ON BACK Complete all applicable spaces (numbered 5-8) on the reverse side of this page. See detailed instructions. Sign the form in line 8.

DO NOT WRITE HERE  
 Page 1 of 1 pages

EXAMINED BY

CHECKED BY

☒ CORRESPONDENCE

Yes

FORM TX

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET

PREVIOUS REGISTRATION Has registration for this work or for an earlier version of this work already been made in the Copyright Office?

☒ Yes ☐ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)

a ☐ This is the first published edition of a work previously registered in unpublished form.

b ☐ This is the first application submitted by this author as copyright claimant.

c ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give Previous Registration Number: TX 6-285-849

Year of Registration

2004

DERIVATIVE WORK OR COMPILATION

Preceding Material Identify any preceding work or works from which this work is based on or incorporates.

VB NET to C# CONVERTER, VERSION 1.0

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

NEW AND REVISED COMPUTER PROGRAM TEXT

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address Apt/City State/Zip

DONALD M. GINDY  
DONALD M. GINDY, PLC  
1880 CENTURY PARK EAST, SUITE 615 LOS ANGELES, CA 90067

Area code and daytime telephone number: (310) 772-0585

Fax number: (310) 772 0018

E-mail: don@gindylaw.com

CERTIFICATION I, the undersigned, hereby certify that I am the

Check only one

☒ Author

☐ Other copyright claimant

☐ Owner of exclusive right(s)

☐ Authorized agent of

Name of owner or other copyright claimant, or owner of exclusive right(s):

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

DAVID CROOK

Date: 7/18/2006

Handwritten signature(s)

X

David A. Crook

Certificate will be mailed in window envelope to this address.

Name

DAVID CROOK

Number/Street Apt

11184 Antioch #179

City/State/Zip

Ovland Park, KS 66210

Complete all necessary spaces. Sign your application in space 8.

1. Application fee is \$35.00. It is non-refundable. Bring fee in check or money order payable to Registrar of Copyrights, U.S. Deposit system.

Library & Congress Copyright Office  
101 Independence Avenue SE  
Washington, DC 20540-4223

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Form Copyright Office, Form TX-100, Revised 10/01/00. Printed at the Copyright Office.

U.S. Government Printing Office: 2004-2 1-550-021-1/1

TOTAL P 25

EXHIBIT 2

# **Exhibit B**



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Acting Register of Copyrights, United States of America

**Registration Number**  
**TX 7-317-237**

**Effective date of  
registration:**  
March 14, 2011

## Title

**Title of Work:** Assignment of Rights

## Completion/Publication

**Year of Completion:** 2010

**Date of 1st Publication:** September 1, 2010

**Nation of 1st Publication:** United States

## Author

■ **Author:** david a crook

**Author Created:** text, computer program

**Citizen of:** United States

**Domiciled in:** United States

## Copyright claimant

**Copyright Claimant:** VBConversions LLC

1428 2nd Street, suite 100, santa monica, CA, 90401, United States

**Transfer Statement:** By written agreement

## Limitation of copyright claim

**Material excluded from this claim:** computer program

**Previous registration and year:** tx0006285849 2004

tx0006425720 2006

**New material included in claim:** text

## Rights and Permissions

**Organization Name:** donald m gindy, plc

**Address:** 1880 century park east  
suite 615

los angeles, CA 90067 United States

## Certification

**Registration #:** TX0007317237

**Service Request #:** 1-483119381

donald m. gindy, plc  
1880 century park east  
suite 615  
los angeles, CA 90067 United States

EXHIBIT 2

# **Exhibit C**



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